

EXHIBIT B

Version 4.0

Effective September 6, 2023

Terms of Service

Our Terms of Service ("**Terms**") are a legally binding agreement between you and Anthropic, PBC ("**Anthropic**", "**we**", or "**us**"). Our Terms govern your access to and use of our website (the "**Website**"), products, and services, including their web interfaces, application programming interfaces ("**APIs**"), and other software, tools, services, documentation, content, intellectual property, and functionalities that we may make available to you (collectively, our "**Services**").

Please read our Terms carefully before you use our Services. By accepting our Terms or otherwise accessing or using our Services, you agree to be bound by and comply with our Terms, and acknowledge that you have read and understand our [Privacy Policy](#) and [Acceptable Use Policy](#). If you do not agree to our Terms, or if you object to our [Privacy Policy](#) or [Acceptable Use Policy](#), you must not access or use our Services.

By accepting our Terms on behalf of a company, organization, or other entity, you represent and warrant that you are authorized to bind the company, organization, or other entity on whose behalf you are accepting our Terms—you and such entity, collectively, are "you" in this case—and you agree on behalf of that entity that such entity is bound by our Terms. If you are accepting our Terms for yourself, then you agree to be personally bound by our Terms—you individually are "you" in this case.

1. Changes to Terms

We may revise and update our Terms from time to time in our sole discretion. If you continue to use the Services after we post the updated Terms on the Services or otherwise give you notice of such changes, it means that you accept and agree to the updated Terms. If you do not accept the updated Terms, you must not continue to access or use the Services.

2. Accounts

To access or use the Services, we may ask you to register for an account ("**Account**") and provide certain information to us. Any such information must be correct, current, and complete. You agree that we may use this information to communicate with you about our Services and that our communications to you will satisfy any requirements for legal notices.

You acknowledge that your account is specific to you. You must keep all passwords, API keys, or other credentials to access or use our Services confidential and not disclose them to any other person or entity. You also must not provide any other person or entity with access to our Services using your account credentials. You are responsible for all activity occurring under your account or with use of your access credentials, and you agree to notify us immediately if you become aware of any unauthorized access to or use of your account or access credentials by sending an email to support@anthropic.com. Unless we specifically state otherwise in a separate agreement with you, we may terminate your access to the Services or your account in accordance with Section 8 below.

You may close your account at any time by contacting us at support@anthropic.com.

3. Evaluation and Additional Services

As applicable, we may permit you to evaluate our Services for a limited time or with limited functionality, such as restrictions on the number of concurrent users, how you may access our Services, or the number of characters or tokens per Prompt. Use of our Services for evaluation purposes are for your internal, non-commercial use only.

Your use of certain Services may be subject to your acceptance of additional terms. Such additional terms will supplement our Terms with respect to such Services and may revise or update your rights or obligations with respect to those Services, including your obligations to pay fees. If you accept any such terms on behalf of a company, organization, or other entity, you represent and warrant that you are authorized to bind that entity to those additional terms.

4. Use Rights, Requirements, and Restrictions

Please review our [Acceptable Use Policy](#), which outlines the permissible uses of our Services. You may access and use our Services only in compliance with our Terms, our [Acceptable Use Policy](#), and all applicable laws, rules, and regulations (the "**Permitted Use**").

You may not access or use the Services in the following ways:

- In any manner that violates any applicable law—including, without limitation, any laws about exporting data or software to and from the United States or other countries.
- To develop any products or services that supplant or compete with our Services, including to develop or train any artificial intelligence or machine learning algorithms or models.
- To decompile, reverse engineer, disassemble, or otherwise reduce our Services to human-readable form, except when these restrictions are prohibited by applicable law.
- To crawl, scrape, or otherwise harvest data or information from our Services other than as permitted under these Terms.
- To use our Services or Materials to obtain unauthorized access to any system or information or to deceive any person.
- To infringe, misappropriate, or violate intellectual property or other legal rights (including the rights of publicity or privacy).
- Except with respect to use of our APIs, to use the Services through automated or non-human means, whether through a bot, script, or otherwise.
- To engage in any other conduct that restricts or inhibits any person from using or enjoying our Services, or that in our sole judgment exposes us—or any of our users, affiliates, or any other third party—to any liability, damages, or detriment of any type, including reputational harms.
- To assist any person in doing any of the above.

5. Ownership of the Services

The Services are owned and operated by us and our affiliates, licensors, and service providers (collectively "**Providers**"). We and our Providers retain all our respective rights, title, and interest, including intellectual property rights, in and to the Services. Other than the rights of access and use expressly granted in our Terms, our Terms do not grant you any right, title, or interest in or to our Services.

6. Prompts, Outputs, and Materials

- Rights to Materials.** Our Services may allow you to submit text, documents, or other materials to the Services for processing ("**Prompts**"). Our Services may generate responses based on your Prompts ("**Outputs**"). Outputs and Prompts collectively are "**Materials**." You represent and warrant that you have all rights, and have provided any notices and obtained any consents, that are necessary for us to process any Prompts you submit to the Services in accordance with our Terms. You also represent and warrant that your submission of Prompts to us will not violate our Terms, our [Acceptable Use Policy](#), or any laws applicable to those Prompts—including intellectual property laws and any privacy or data protection laws governing personal information contained in your Prompts. Except as expressly provided in our Terms, you retain all right, title, and interest—including any intellectual property rights—that you have in and to your Prompts. Subject to this Section 6(a) and without limiting Section 12, we authorize you to use the Outputs for the Permitted Use.

- b. **Personal Information.** If you submit any personal information to us in connection with your use of the Services, whether as part of your Prompts or otherwise, you acknowledge that our [Privacy Policy](#) governs our use and processing of such personal information.
- c. **Nature of Outputs.** Responses that the Services generate based on materials submitted by third parties ("**Third-Party Outputs**") may be identical or similar to third-party materials or Outputs that the Services generate based on your Prompts. You acknowledge that Third-Party Outputs are not your Outputs and that you have no right, title, or interest in or to any Third-Party Outputs.
- d. **Reliance on Outputs.** We make no representations or warranties with respect to the accuracy of any Outputs. You should not rely on any Outputs without independently confirming their accuracy. Outputs may contain material inaccuracies even if they appear accurate because of their level of detail or specificity. The Services and any Outputs may not reflect correct, current, or complete information.
- e. **Our Use of Materials.** We may use Materials to provide, maintain, and improve the Services and to develop other products and services. We will not train our machine learning models on any Materials that are not publicly available, except in two circumstances:
 - 1. If you provide Feedback to us (through the Services or otherwise) regarding any Materials, we may use that Feedback in accordance with Section 11.
 - 2. If your Materials are flagged for trust and safety review, we may use or analyze those Materials to improve our ability to detect and enforce [Acceptable Use Policy](#) violations, including training models for use by our trust and safety team, consistent with Anthropic's safety mission.

7. Viruses

We do not guarantee that our Services will be totally secure or free from bugs or viruses.

You must not abuse, harm, interfere with, or disrupt our Website or Services, including, for example, introducing viruses or malware, spamming or DDOSing our Website or Services, or bypassing any of our systems or protective measures.

8. Modification, Suspension, Discontinuation of the Services

Our Services are novel and will evolve. Unless we specifically state otherwise in a separate agreement with you, we reserve the right to temporarily or permanently modify, suspend, or discontinue the Services or your access to the Services or account at any time, in our sole discretion, without notice to you, and we will not be liable for any change to or any suspension or discontinuation of the Services or your access to them, to the maximum extent permissible under applicable law.

9. Fees and Payment

- a. **Fees.** You may be required to pay fees to us to access or use the Services or certain features of the Services. You are responsible for paying any applicable fees listed on the Services. Except as expressly provided in these Terms, all fees are non-refundable, to the fullest extent permissible under applicable law.
- b. **Payment Method.** Fees may be recurring or based on usage. If these fees are specified to be recurring or based on usage, you agree that we may charge such fees on a periodic basis to a payment method you specify (your "**Payment Method**"). By using a Payment Method to pay fees, you are expressly agreeing that we are authorized to charge to the Payment Method the fees, together with any applicable taxes. You confirm that the card or bank account which is being used as your Payment Method is yours, or that you have the authorization of the account holder to use it. If you use a Payment Method which you are not authorized to use, you will be liable to us for any losses that we suffer because of your use of that Payment Method.
- c. **Additional Fees.** Except where we specifically agree otherwise in a separate contract with you, you acknowledge and agree that any fees for access to or use of the Services may increase at any time. Additional fees may apply for additional Services or features of the Services that Anthropic may make available. In those cases, we will provide you with notice before charging the additional fees. If we charge additional fees in connection with our Services, you will have an opportunity to review and accept the additional fees that you will be charged, before being charged. If you do not accept any such additional fees, we may discontinue your access to the Services or features. You acknowledge and agree that we will not be held liable for any errors caused by third-party payment processors that we may use.
- d. **Subscriptions.** Unless we and you agree otherwise, to place an order for our paid-for Services, you must sign up for a subscription with us (a "**Subscription**"), as described below.
 - i. **Subscription Sign-Up.** To sign up for a Subscription, you must first register an Account in accordance with Section 2 and then follow the order procedure set forth on the Services. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
 - ii. **Subscription Contract.** Your order for a Subscription constitutes an offer by you to enter a Subscription with us. We will confirm our acceptance of your order by sending you a confirmation email (the "**Confirmation Email**"). These Terms will become legally binding on you and us with respect to each Subscription when we send you the Confirmation Email for such Subscription. Each Subscription will incorporate the then-current version of these Terms and will be a new and separate contract between you and us (a "**Subscription Contract**").
 - iii. **Subscription Content, Features, and Services.** The amount and type of content, features, and other services provided as part of your Subscription, and the duration of your Subscription, is as set forth in the order process and will depend on the type of Subscription that you select during the order process. Content, features, and other services will be refreshed from time to time, and we do not guarantee that any particular piece of content, feature, or other service will always be available through the Services.
 - iv. **Subscription Term and Automatic Renewal.** Your Subscription Contract may have a minimum term. If it does, we will let you know during the order process. That minimum term is the "**Initial Term**" and for Claude Pro is one month. Your Subscription Contract will last for the Initial Term and will automatically renew, and your Payment Method will be charged, at the end of the Initial Term for an additional term equal in duration to the Initial Term and will continue to renew and incur charges for additional terms equal in duration to the Initial Term (each such additional term, a "**Renewal Term**"). For example, if you subscribe on January 25th for a Subscription with a one-month Initial Term, the Initial Term is January 25th to February 24th (inclusive) and Renewal Terms will run from February 25th to March 24th (inclusive). This Subscription continues and automatically renews, and we will charge your Payment Method for each Renewal Term, until the Subscription is canceled as described in Section 9(d)(v).
 - v. **Subscription Cancellation.** You may cancel your Subscription any time by using a method we may provide to you through our products (for example, for Claude Pro, in your customer portal or console) or by notifying us at support@anthropic.com. To avoid renewal and charges for the next Renewal Term, cancel your subscription at least 24 hours before the last day of the Initial Term or any Renewal Term. In the example above, if you subscribe on January 25th for a Subscription with a one-month Initial Term, you must cancel the Subscription per the instructions by February 23rd (24 hours before February 24th) to avoid renewal and charges for the next Renewal Term. In the event of a cancellation, your fees will not be refunded, but your access to the Services will continue through the end of the Initial Term or any Renewal Term for which you previously paid fees.
 - vi. **Subscription Fees.** You will pay to us the fees for the Initial Term and each subsequent Renewal Term up front at the start of that Initial Term or Renewal Term (as applicable). We have the right to make changes to the fees applicable to your Subscription from time to time, although we will not make any change to the fees applicable to your Subscription during the current Initial Term or Renewal Term (as applicable). If these changes result in an increase in the fees payable by you, we will inform you at least 30 days in advance of the change, you agree to the increase in fees payable by you unless you cancel the Subscription, as described in Section 9(d)(v), before the Renewal Term to which the increase in fees will apply.

10. Third-Party Services and Links

Our Services may use or be used in connection with third-party content, services, or integrations. We do not control or accept responsibility for any loss or damage that may arise from your use of any third-party content, services, and integrations, for which we make no representations or warranties. Your use of any third-party content, services, and integrations is at your own risk and subject to any terms, conditions, or policies (including privacy policies) applicable to such third-party content, services, and integrations.

11. Feedback

You grant to us an irrevocable, royalty-free, perpetual license to use all feedback, ideas, or suggested improvements you provide to us (through the Services or otherwise) regarding the Services, Prompts, or Outputs (collectively, "**Feedback**"), and you agree that we and our Providers may use the Feedback—together with the related Prompts and Outputs or any derivative thereof—in any manner without any payment or credit to you, including in connection with our development, improvement, and marketing of our Services or other products or services.

12. Disclaimer of Warranties, Limitations of Liability, and Indemnity

- a. YOUR USE OF THE SERVICES AND MATERIALS IS SOLELY AT YOUR OWN RISK. THE SERVICES AND OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE AND OUR PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, PRIVACY, COMPATIBILITY, NON-INFRINGEMENT, AND ANY WARRANTY IMPLIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.
- b. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE, OUR PROVIDERS, OR OUR OR THEIR RESPECTIVE AFFILIATES, INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "ANTHROPIC PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF ANY ANTHROPIC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, AND EVEN IF THE DAMAGES ARE FORESEEABLE.
- c. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE ANTHROPIC PARTIES' TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID TO US FOR ACCESS TO OR USE OF THE SERVICES (IF ANY) IN THE SIX MONTHS PRECEDING THE DATE SUCH DAMAGES, LOSSES, AND CAUSES OF ACTION FIRST AROSE, AND \$100. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THESE TERMS, AND WE WOULD NOT OFFER THE SERVICES TO YOU UNDER THESE TERMS WITHOUT THESE LIMITATIONS.
- d. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE ANTHROPIC PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS; YOUR ACCESS TO, USE OF, OR ALLEGED USE OF THE SERVICES OR THE MATERIALS; YOUR FEEDBACK; ANY PRODUCTS OR SERVICES THAT YOU DEVELOP, OFFER, OR OTHERWISE MAKE AVAILABLE USING OR OTHERWISE IN CONNECTION WITH THE SERVICES; YOUR VIOLATION OF APPLICABLE LAW OR ANY THIRD-PARTY RIGHT; AND ANY ACTUAL OR ALLEGED FRAUD, INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR CRIMINAL ACTS COMMITTED BY YOU OR YOUR EMPLOYEES OR AGENTS. WE RESERVE THE RIGHT TO ENGAGE SEPARATE COUNSEL AND PARTICIPATE IN OR ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER, IN WHICH CASE YOU AGREE TO COOPERATE WITH US AND SUCH SEPARATE COUNSEL AS WE REASONABLY REQUEST.
- e. THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR CERTAIN TYPES OF DAMAGES, SO SOME OR ALL OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS MAY NOT APPLY TO YOU.

13. Termination

Unless we specifically state otherwise in a separate agreement with you, we may terminate our Terms at any time by notice to you, and our Terms will terminate automatically without notice upon your violation or breach of any provisions of our Terms. You may also terminate our Terms at any time, for any reason, by discontinuing your access to and use of the Services. Upon termination, the rights granted to you under our Terms to access and use the Services will immediately terminate, and you must destroy all Confidential Information in your or your Representatives' possession or control.

If there is a Subscription Contract between you and us, we may terminate the Subscription Contract immediately at any time by giving you notice in writing (email is sufficient). If we exercise this right, we will refund you on a pro rata basis the fees paid by you that account for the portion of your Subscription remaining after termination of your Subscription Contract occurs, except that, if we exercise our right of termination due to your violation of our Terms (as determined in our sole discretion), you will not be entitled to any refund (pro rata or otherwise).

Upon termination of our Terms (or a Subscription Contract) or your access to the Services, we may at our option delete any Materials or other data associated with your account. Sections 5, 6, 9 (with respect to fees outstanding as of such expiration or termination), and 10 through 14 will survive any expiration or termination of our Terms (or a Subscription Contract).

14. Miscellaneous

- a. **Additional Terms.** When using our Services, you agree to comply with and are subject to any guidelines, rules, or supplemental terms applicable to such Services that may be posted on the Services from time to time. To the extent that we ask you to review and accept any supplemental terms that expressly conflict with our Terms, the supplemental terms will supersede our Terms with respect to your use of the portion of the Services governed by such supplemental terms, solely to the extent of the conflict.
- b. **Entire Agreement; No Assignment.** Our Terms and any other terms expressly incorporated by reference form the entire agreement between you and us regarding the subject matter of our Terms. Our Terms may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction.
- c. **Equitable Relief.** You agree that (a) no adequate remedy exists at law if you breach Section 4 (Use Rights, Requirements, and Restrictions); (b) it would be difficult to determine the damages resulting from such breach, and any such breach would cause irreparable harm; and (c) a grant of injunctive relief provides the best remedy for any such breach. Therefore, you waive any opposition to such injunctive relief, as well as any demand that we prove actual damage or post a bond or other security in connection with such injunctive relief.
- d. **No Joint Venture, Partnership, Employment, or Agency Relationship.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and us because of our Terms or your access to or use of the Services.
- e. **No Sponsorship.** You may not, without our prior written consent, use our name, logo, or other trademarks to promote products or services other than the Services, or in any other way that implies our affiliation, endorsement, or sponsorship.
- f. **Severability.** If any provision of our Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent necessary to comply with applicable law, such that the remaining provisions of our Terms will continue in full force and effect.
- g. **No Waiver.** No waiver by us of any term or condition set forth in our Terms will be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition, and any failure by us to assert a right or provision under our Terms will not constitute a waiver of such right or provision.
- h. **Legal Compliance.** We may comply with governmental, court, and law enforcement requests or requirements relating to provision or use of the Services, or to information provided to or collected under our Terms. We reserve the right, at our sole discretion, to report Prompts or Outputs to law enforcement.
- i. **Governing Law; Exclusive Jurisdiction.** Our Terms will be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to conflict of law principles. You and Anthropic agree that any disputes arising out of or relating to these Terms will be resolved exclusively in the state or federal courts located in San Francisco, California, and you and Anthropic submit to the personal and exclusive jurisdiction of those courts. By using the Services, you waive any claims that may arise under the laws of other jurisdictions.
- j. **U.S. Government Use.** The Services were developed solely at private expense and are commercial computer software and commercial computer software documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements. Accordingly, U.S. Government users of the Services will have only those rights that are granted to all other end users of the Services pursuant to these Terms.
- k. **Export and Sanctions.** You may not export or provide access to the Services into any U.S. embargoed countries or to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals, (ii) any other restricted party lists identified by the Office of Foreign Asset Control, (iii) the U.S. Department of Commerce Denied Persons List or Entity List, or (iv) any other restricted party lists. You represent and warrant that you and anyone accessing or using the Services on your behalf, or using your account credentials, are not such persons or entities and are not located in any such country.